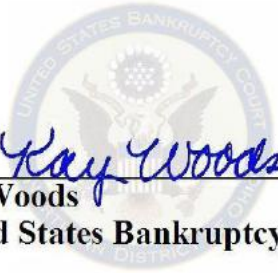


IT IS SO ORDERED.

**Dated: January 23, 2018
09:36:00 AM**


Kay Woods

Kay Woods
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
YOUNGSTOWN DIVISION**

IN RE:

BRIAN J. PRYJMA
aka BRIAN PRYJMA

Debtor

CASE NO. 17-40862-kw

CHAPTER 13

JUDGE KAY WOODS

**AGREED ORDER RESOLVING MOTION FOR RELIEF
FROM AUTOMATIC STAY, doc. 25, and MOTION FOR RELIEF FROM CO-
DEBTOR STAY AS TO ANDREA J. PRYJMA, doc. 22
264 WILSON ST, STRUTHERS, OH 44471-1645**

This matter is before the Court upon the Motion for Relief From Automatic Stay, doc. 25, and the Motion for Relief from Co-Debtor Stay as to Andrea J. Pryjam, doc. 22, filed herein by the secured creditor, Ditech Financial LLC, ("Movant"), and the Response thereto filed by Debtor, doc. 24. It appears to the Court that the parties have agreed to a course of action which will permit the continuation of the automatic stay conditioned upon certain provisions incorporated herein for the protection of Movant; and the Court, being otherwise fully advised in

the premises, hereby issues the following agreement with respect thereto:

1. The Chapter 13 Plan filed herein by Brian J. Pryjma aka Brian Pryjma (hereinafter "Debtor") provided that said Debtor was to make the regular monthly mortgage payments to Movant outside of the Plan on a regular monthly fashion.
2. In breach of the terms of said Plan, the Debtor failed to make certain of the regular monthly mortgage payments to Movant; said payments currently in default as of January 12, 2018 are as follows:

Month from:	Month to:	Payment Amount	# of pays	Total
November, 2017	January, 2018	\$517.49	3	\$1,552.47
Attorney Fees:				\$375.00
Court Costs:				\$181.00
Less Suspense:				-\$231.55
Total due through January, 2018				\$1,876.92

3. In order to eliminate said post-petition delinquency, the Debtor hereby agree to pay Movant, and Movant hereby agrees to accept, in the form of certified funds the following lump sum payments:

Payment Amount	Payment due on or before
\$312.82	February 15, 2018
\$312.82	March 15, 2018
\$312.82	April 15, 2018
\$312.82	May 15, 2018
\$312.82	June 15, 2018
\$312.82	July 15, 2018

The above lump sum payments above are in addition to the regular monthly mortgage payments due and owing for said months.

4. The Debtor hereby agrees to resume regular monthly mortgage payments outside the Plan

directly to Movant in the amount of \$517.49 due and owing beginning on February 1, 2018.

5. This agreement remains in full force and effect in the event Debtor's case is dismissed by the Court and Debtor subsequently reinstates the case by Order of the Court and/or Movant obtains Relief from Stay and the Stay is subsequently reinstated by Order of the Court.
6. The following events constitute Default under this Agreement: (a) Debtor fails to make any of the lump sum payments hereinabove described on or before their specified due dates; (b) Debtor fails to pay any future monthly mortgage payments so that the payment is not received by Movant on or before the day in which it is due; (c) Debtor fails to make any Chapter 13 Plan payment to the Trustee's Office by the last day of the month in which it is due without leave of the Court (hereinafter, any of these events described above shall be referred to as a "Default")
7. In the event of a Default, Movant shall send a letter with a ten (10) day opportunity for Debtor to respond ("Notice of Default"), notifying the Debtor and Debtor's Counsel of the Default under the terms of this Agreement. If Debtor fails to cure the default, Movant shall file an Affidavit of Default, and upon filing of an Affidavit of Default, the Stay shall be terminated without further notice or hearing, then Court shall enter an Order Granting Relief. Debtor is limited to three (3) Notices of Default. After three (3) Notices, Creditor may file an Affidavit of Default upon the third occurrence of a Default without notice.
8. The terms and conditions of the Note and Mortgage are unaffected by this Agreement.
9. Movant, its servicer and any successors, may send periodic statements to Debtor.
10. The Trustee shall continue/resume the payments under the original Chapter 13 Plan of the

unpaid portion, if any, of the arrearage amount listed in the Movant's Proof of Claim.

IT IS SO ORDERED.

###

Agreed Upon:

/s/ Michael A. Gallo

Per written authorization
Michael A. Gallo
Chapter 13 Trustee
5048 Belmont Avenue
Youngstown, OH 44505
Voice: (330) 743-1246
facsimile: (330) 746-8616

/s/ Steven H. Patterson

Steven H. Patterson (0073452)
Attorney for Movant
Reisenfeld & Associates LLC
3962 Red Bank Road
Cincinnati, OH 45227
voice: (513) 322-7000
facsimile: (513) 322-7099
e-mail: ohbk@rslegal.com

/s/ Bruce R Epstein

Per written authorization
Bruce R Epstein
Attorney for Debtor
5500 Market Street, #101
Youngstown, OH 44512-1701
voice: (330) 782-7000
facsimile: (330)
e-mail: epsteinlaw@sbcglobal.net

Copies to:

Electronically Via ECF Mail:

Bruce R Epstein, Debtor's Counsel
epsteinlaw@sbcglobal.net

Michael A. Gallo, Bankruptcy Trustee
mgallo@gallotrustee.com

U.S. Trustee
(Registered Address@usdoj.gov

Steven H. Patterson
OHBK@rslegal.com

Regular US Mail:

Brian J. Pryjma, Debtor
264 Wilson Road
Struthers, OH 44471-1645

Andrea J. Pryjma, non-filing Co-Debtor
264 Wilson Road
Struthers, OH 44471-1645